

30-YEAR LIMITED WARRANTY* FOR KOROLITE® EXPANDED POLYSTYRENE (EPS) INSULATION

Introduction Thank you for choosing Korolite® Expanded Polystyrene (EPS) Foam Insulation products (“Korolite® Insulation”^{***}) manufactured by Airfoam Industries Ltd. (“Airfoam”). Please note that the terms contained herein are subject to change without notice. We tried to write this warranty in plain-English terms, including the limitations and restrictions. If anything in this warranty is not clear, please call us at 1-800-663-8162.

****THIS WARRANTY DOES NOT COVER KOROLITE® INSULATION OF LESS THAN ONE (1) INCH THICKNESS OR PURCHASED BEFORE AUGUST 1, 2020, NOR AIRFOAM’S INSULATED METAL PANEL, QUAD-LOCK®, QUAD-DECK, GEOFOAM, LAMINATED EPS OR NON-EPS PRODUCTS.**

Who Is Covered If you live in the United States or Canada and are the original consumer purchaser (i.e. the homeowner or building owner, not the builder, installer or contractor) of Korolite® Insulation purchased on or after Aug. 1, 2020 or any transferee tracing back to the original consumer purchaser (the “Owner”) of the Korolite® Insulation, you are entitled to the benefits of this warranty.

What Is Covered Airfoam, subject to the conditions and limitations set forth herein, warrants that its Korolite® Insulation shall, for thirty (30) years from the date of installation in the home or building in which originally installed (“Warranty Period”), when such Korolite® Insulation shall have been properly installed and when subject to normal and proper use:

- retain at least **100% of its R-value**^{***} defined as the minimum thermal resistance R-value per inch thickness at 75°F for the Korolite® Insulation Type purchased as published on www.korolite.com;
- be free from defects in material and/or workmanship that materially affect its performance in the home or building in which originally installed.

Airfoam’s obligations under this Warranty will only take effect, if the Korolite® Insulation was handled and installed in typical building and construction assemblies in strict accordance with all applicable Airfoam specifications, recommendations, guidelines, and all applicable building codes which were in effect at the time of such installation and if all invoices for the Airfoam products have been paid in full. Korolite® Insulation shall only be placed into an assembly where the moisture transport mechanisms are well understood and determined to be acceptable in accordance with accepted engineering practice.

Remedy If, during the Warranty Period and because of a covered defect in material or manufacturing, the Korolite® Insulation is determined by sampling and testing (conducted as provided below) to not meet any of the performance requirements stated above, and subject to the terms and conditions herein, as Owner’s sole remedy, Airfoam will deliver to the Purchaser a quantity of equivalent Airfoam product to replace the non-performing Korolite® Insulation or, at Airfoam’s sole discretion, refund to the Owner the original purchase price of the non-performing Korolite® Insulation as evidenced by the original invoice.

AIRFOAM’S TOTAL LIABILITY/COST HEREUNDER, FOR THE LIFE OF THE WARRANTY, IS LIMITED TO, AND CAPPED AT, THE ORIGINAL PURCHASE PRICE OF THE KOROLITE® INSULATION WHETHER THE CLAIM IS BASED UPON STRICT LIABILITY, NEGLIGENCE, BREACH OF WARRANTY OR ANY OTHER THEORY OR CAUSE OF ACTION.

What Is Not Covered

This warranty does not apply to and Airfoam shall not be liable for any cause not expressly covered herein. This warranty does not cover any problems with non-defective material caused by conditions or handling beyond Airfoam’s control. Some examples of conditions not covered by this warranty include failures or defects in the Korolite® Insulation caused by:

- causes beyond normal and proper use including, but not limited to, acts of God, war or terrorism, fire, flood, wind or other weather damage, drainage problems, exposure to solvents, chemicals or the environment; or
- mold, mildew, rot, or moisture; or
- termites or other organisms; or
- failures or distortions in the building structure, or improper installation of adjacent products; or
- failure to install the Korolite® Insulation strictly in accordance with Airfoam’s published installation instructions for the Korolite® Insulation; or
- failure to install the Korolite® Insulation in compliance with all applicable building codes; or
- damage to the Korolite® Insulation caused by alterations made after completion of installation, including but not limited to structure changes, equipment installation, or other modifications; or
- non-manufacturing defects, including but not limited to improper storage, improper maintenance, neglect, accident, casualty, vandalism or misuse of the Korolite® Insulation, or any other cause that disturbs or disrupts the Korolite® Insulation as installed; or
- any costs incurred by you that are not authorized in writing, and in advance, by Airfoam.

* Limitations and exclusions apply. See details of warranty and exclusions set out herein.

*** R means resistance to heat flow. The higher the R-value the greater the insulating power.

In addition, this warranty does not apply to and Airfoam shall not be liable for the compatibility of any other product (including, but not limited to, any adhesives, tapes, coatings or finishes) with the Korolite® Insulation.

This warranty shall be void if in Airfoam's sole judgment the Korolite® Insulation's performance has been impaired by damage, alteration, misuse, or abuse of the Korolite® Insulation including, but not limited to, shrinkage or melting from excessive heat and ingress of water, water vapor or incompatible liquids/materials.

Limitations on Coverage

OTHER THAN THIS WARRANTY, KOROLITE® INSULATION PRODUCTS ARE SOLD "AS IS" AND "WITH ALL FAULTS". THIS WRITTEN WARRANTY IS YOUR EXCLUSIVE WARRANTY FROM AIRFOAM AND REPRESENTS THE SOLE REMEDY TO THE OWNER OF KOROLITE® INSULATION PRODUCTS EXCEPT AS OTHERWISE REQUIRED BY LAW. AIRFOAM MAKES NO OTHER REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND OTHER THAN THOSE STATED EXPLICITLY HEREIN.

THE WARRANTY SET FORTH HEREIN IS IN LIEU OF AND TO THE EXCLUSION OF ALL OTHER GUARANTEES AND/OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO STATUTORY OR OTHER CONDITIONS AND WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES AND REMEDIES PROVIDED HEREIN ARE LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD PROVIDED HEREIN UNLESS A SHORTER PERIOD IS PERMITTED OR REQUIRED BY LAW.

AIRFOAM DOES NOT ASSUME AND SPECIFICALLY DISCLAIMS ANY AND ALL LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LABOR COSTS TO REMOVE AND/OR REPLACE PRODUCT, INCREMENTAL HEATING, COOLING OR SIMILAR COSTS, AND ANY OTHER HARM TO THE BUILDING, ITS CONTENTS OR ITS OCCUPANTS, OR TO ANY OTHER PERSONS OR PROPERTY, WHETHER FOR BREACH OF THIS WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER CLAIMS DERIVED IN TORT, OR FOR ANY OTHER CAUSE.

Other Rights This warranty confers specific legal rights. The Owner may have other legal rights, which may vary from one jurisdiction to another.

Governing Law and Attornment This warranty is governed by and will be construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. Airfoam and the Owner shall each attorn

to the jurisdiction of the courts of the Province of British Columbia with respect to any dispute arising under this warranty.

Claim Process A warranty claim will only be honored if: (i) the claim is made to Airfoam within thirty (30) days after the defect is first discovered; and (ii) an Airfoam representative, or a professional designated by Airfoam, is given reasonable opportunity to inspect the warranted Korolite® Insulation prior to any repair, replacement, alteration, or change. To make a claim, call Airfoam at 1-800-663-8162 or send a letter addressed to Airfoam Industries Ltd., 19402 – 56 Ave, Surrey BC V3S 6K4, Canada. Explain the problem and include proof of purchase for the Korolite® Insulation and the date it was installed. We will then contact you regarding your claim and walk you through the process. To fully evaluate your claim, sampling and testing of the affected Korolite® Insulation will be required as specified in the Sampling & Testing section of this warranty.

Sampling & Testing All sampling and testing costs including, but not limited to, costs of insulation covering removal and replacement shall be at the Owner's sole expense. All sampling shall be conducted in accordance with sampling procedures prescribed by Airfoam, and samples of the Korolite® Insulation shall only be taken in the presence of an authorized Airfoam representative. Insulation samples shall be cut into one (1) inch thick samples and fully conditioned to equilibrium prior to testing. Thereafter, testing of Korolite® Insulation samples shall be in accordance with testing protocols as defined by ASTM C518 or C177 or C236, or the then closest approved effective equivalent thereof at a NVLAP accredited independent testing laboratory, approved by Airfoam. Results of the testing will be final and binding on all parties involved.

Complete Agreement This Limited Warranty includes the complete and exclusive agreement between the Owner and Airfoam, and supersedes any and all prior, oral or written, agreements or representations, made by or between them. No agent, salesperson, employee, representative or reseller of Airfoam is authorized to change, alter or amend this Limited Warranty either orally or in writing.

No statement or recommendation made or assistance given by Airfoam, or its representatives and resellers, either oral or in any literature or other documentation, to the Owner or any other persons in connection with the purchase, use or installation of the Korolite® Insulation by or for the Owner, shall constitute a waiver by Airfoam of any provision hereof or affect Airfoam's liability as defined in this warranty.

Airfoam Industries Ltd.

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CAUTION: EPS products are combustible. Keep away from high heat and ignition sources.